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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN JOSE DIVISION

15 In re FINISAR CORP. DERIVATIVE) Master File No. C-06-07660-RMW-HRL
16 LITIGATION)
17 _____)
18 This Document Relates To:)) ORDER APPROVING
)) DERIVATIVE SETTLEMENT AND ORDER
19 ALL ACTIONS.)) OF DISMISSAL WITH PREJUDICE
20 _____)
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1 This matter came before the Court for hearing pursuant to the Order of this Court, dated
 2 August 15, 2013 (“Order”), on Plaintiffs’ motion for approval of the settlement (“Settlement”) set
 3 forth in the Stipulation of Settlement, dated June 24, 2013 (the “Stipulation”). Due and adequate
 4 notice having been given of the Settlement as required in said Order, and the Court having
 5 considered all papers filed and proceedings had herein and otherwise being fully informed in the
 6 premises and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND
 7 DECREED that:

8 1. This District Court Approval Order incorporates by reference the definitions in the
 9 Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the
 10 Stipulation (in addition to those capitalized terms defined herein).

11 2. This Court has jurisdiction over the subject matter of the Federal Action, including all
 12 matters necessary to effectuate the Settlement, and over all parties to the Federal Action, including
 13 but not limited to the Plaintiffs, Finisar Corporation (“Finisar”), the current Finisar stockholders and
 14 the Settling Defendants.

15 3. The Court finds that the notice provided to Finisar stockholders was the best notice
 16 practicable under the circumstances of these proceedings and of the matters set forth therein,
 17 including the Settlement set forth in the Stipulation, to all Persons entitled to such notice. The notice
 18 fully satisfied the requirements of Federal Rule of Civil Procedure 23.1 and the requirements of due
 19 process.

20 4. The Federal Action and all claims contained therein, as well as all of the Released
 21 Claims, are dismissed with prejudice. As among Plaintiffs, the Settling Defendants and Finisar, the
 22 parties are to bear their own costs, except as otherwise provided in the Stipulation.

23 5. The Court finds that the terms of the Stipulation and Settlement are fair, reasonable
 24 and adequate as to each of the Settling Parties, and hereby finally approves the Stipulation and
 25 Settlement in all respects, and orders the Settling Parties to perform its terms to the extent the
 26 Settling Parties have not already done so.

27 6. Upon the Effective Date, Plaintiffs (on behalf of themselves and derivatively on
 28 behalf of Finisar), Finisar, and each of Finisar’s stockholders (solely in their capacity as Finisar

1 stockholders) shall be deemed to have, and by operation of this District Court Approval Order and
2 the Judgment shall have, fully, finally, and forever released, relinquished and discharged all
3 Released Claims (including Unknown Claims) against each and all of the Released Persons.
4 Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms
5 of the Stipulation.

6 7. Upon the Effective Date, Plaintiffs (on behalf of themselves and derivatively on
7 behalf of Finisar), Finisar, any Person acting on behalf of Finisar, and all Finisar stockholders (solely
8 in their capacity as Finisar stockholders) shall be forever barred and enjoined from commencing,
9 instituting or prosecuting any of the Released Claims against any of the Released Persons or any
10 action or other proceeding against any of the Released Persons arising out of, relating to, or in
11 connection with the Released Claims, the Federal Action and/or State Action or the defense,
12 settlement, or resolution of the Federal Action and/or State Action. Nothing herein shall in any way
13 impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation.

14 8. Upon the Effective Date, each of the Released Persons shall be deemed to have, and
15 by operation of this District Court Approval Order and the Judgment shall have, fully, finally, and
16 forever released, relinquished and discharged each and all of Finisar, the Plaintiffs and Plaintiffs'
17 Counsel from and against all claims of every nature and description whatsoever (including Unknown
18 Claims) arising out of, relating to, or in connection with the filing, prosecution, assertion, settlement
19 or resolution of the Federal Action, the State Action and/or the Released Claims. Nothing herein
20 shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the
21 Stipulation.

22 9. The Court hereby approves the Fee and Expense Award in accordance with the
23 Stipulation and finds that such fee is fair and reasonable.

24 10. Neither the Stipulation nor the Settlement, including the Exhibits attached thereto, nor
25 any act performed or document executed pursuant to or in furtherance of the Stipulation or the
26 Settlement: (a) is or may be deemed to be or may be offered, attempt to be offered or used in any
27 way as a concession, admission, or evidence of the validity of any Released Claims or any fault,
28 wrongdoing or liability of the Released Persons or Finisar; or (b) is or may be deemed to be or may

1 be used as a presumption, admission, or evidence of any liability, fault or omission of any of the
2 Released Persons or Finisar in any civil, criminal or administrative or other proceeding in any court,
3 administrative agency, tribunal or other forum. Neither the Stipulation nor the Settlement, nor any
4 act performed or document executed pursuant to or in furtherance of the Stipulation or the
5 Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of the
6 Settlement and Stipulation, and except that the Released Persons may file or use the Stipulation, the
7 District Court Approval Order and/or the Judgment in any action that may be brought against them
8 in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
9 full faith and credit, release, standing, judgment bar or reduction or any other theory of claim
10 preclusion or issue preclusion or similar defense or counterclaim.

11 11. During the course of the Federal Action, the parties and their respective counsel at all
12 times complied with the requirements of Federal Rule of Civil Procedure 11, any applicable
13 California law and all other similar laws.

14 12. Without affecting the finality of this District Court Approval Order and the Judgment
15 in any way, this Court hereby retains continuing jurisdiction over the Federal Action and the parties
16 to the Stipulation to enter any further orders as may be necessary to effectuate, implement and
17 enforce the Stipulation and the Settlement provided for therein and the provisions of this District
18 Court Approval Order.

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1 13. This District Court Approval Order and the Judgment is a final and appealable
2 resolution in the Federal Action as to all claims and the Court directs immediate entry of the
3 Judgment forthwith by the Clerk in accordance with Rule 58, Federal Rules of Civil Procedure,
4 dismissing the Federal Action with prejudice.

5 IT IS SO ORDERED.

6 DATED: FEB 1 2013


Ronald M. Whyte

THE HONORABLE RONALD M. WHYTE
UNITED STATES DISTRICT JUDGE

9 Submitted by:

10 ROBBINS GELLER RUDMAN
11 & DOWD LLP
12 SHAWN A. WILLIAMS
13 CHRISTOPHER M. WOOD

14 *s/ Shawn A. Williams*

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